

~~Case 2:08-cv-07577-DDP-AJW Document 6-2 Filed 01/27/2009 Page 1 of 1~~

NO
DATES

1 J. Andrew Coombs (SBN 123881)
2 *andy@coombspc.com*
3 Nicole L. Drey (SBN 250235)
4 *nicole@coombspc.com*
5 J. Andrew Coombs, A Prof. Corp.
6 517 East Wilson Avenue, Suite 202
7 Glendale, California 91206
8 Telephone: (818) 500-3200
9 Facsimile: (818) 500-3201

10 Attorneys for Plaintiff Disney
11 Enterprises, Inc.

12 Michael Bealeau
13 *mike744b@yahoo.com*
14 875 Corporate Way, Apt. 11
15 Pulaski, Wisconsin 54162
16 Telephone: (715) 291-9261

17 Defendant, *in pro se*

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 Disney Enterprises, Inc.,

21 Plaintiff,

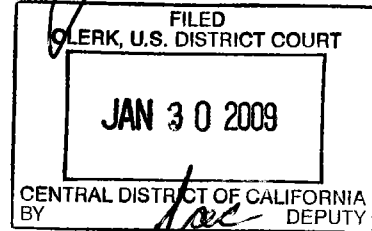
22 v.

23 Michael Bealeau and Does 1 – 10,
24 inclusive,

25 Defendants.

Case No. CV08-7577 DDP (AJWx)

~~[PROPOSED]~~ CONSENT DECREE
AND PERMANENT
INJUNCTION



26 The Court, having read and considered the Joint Stipulation for Entry of
27 Consent Decree and Permanent Injunction that has been executed by Plaintiff Disney
28 Enterprises, Inc. ("Plaintiff") and Defendant Michael Bealeau ("Defendant") in this
action, and good cause appearing therefore, hereby:

1 ORDERS that based on the parties' stipulation and only as to Defendant, his
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
3 within action as follows:

4 1) This Court has jurisdiction over the parties to this action and over the subject
5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
6 Service of process was properly made against Defendant.

7 2) Plaintiff claims that it owns or controls the pertinent rights in and to the
8 copyright registrations listed in Exhibit "A" attached hereto and incorporated herein
9 by this reference (The copyrights identified in Exhibit A are collectively referred to
10 herein as "Plaintiff's Properties").

11 3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff's
12 Properties or substantially similar likenesses or colorable imitations thereof.

13 4) Defendant and his agents, servants, employees and all persons in active concert
14 and participation with him who receive actual notice of the Injunction are hereby
15 restrained and enjoined from:

16 a) Infringing Plaintiff's Properties, either directly or contributorily, in any
17 manner, including generally, but not limited to manufacturing, importing,
18 reproducing, distributing, advertising, selling and/or offering for sale any
19 unauthorized product which features any of Plaintiff's Properties
20 ("Unauthorized Products"), and, specifically from:

21 i) Importing, manufacturing, reproducing, distributing, advertising,
22 selling and/or offering for sale the Unauthorized Products or any other
23 unauthorized products which picture, reproduce, copy or use the
24 likenesses of or bear a substantial similarity to any of Plaintiff's
25 Properties;

26 ii) Importing, manufacturing, reproducing, distributing, advertising,
27 selling and/or offering for sale in connection thereto any unauthorized
28

1 promotional materials, labels, packaging or containers which picture,
2 reproduce, copy or use the likenesses of or bear a confusing similarity to
3 any of Plaintiff's Properties;

4 iii) Engaging in any conduct that tends falsely to represent that, or is
5 likely to confuse, mislead or deceive purchasers, Defendant's customers
6 and/or members of the public to believe, the actions of Defendant, the
7 products sold by Defendant, or Defendant himself is connected with
8 Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated
9 with Plaintiff;

10 iv) Affixing, applying, annexing or using in connection with the
11 importation, manufacture, reproduction, distribution, advertising, sale
12 and/or offer for sale or other use of any goods or services, a false
13 description or representation, including words or other symbols, tending
14 to falsely describe or represent such goods as being those of Plaintiff.

15 5) Each side shall bear its own fees and costs of suit.

16 6) Except as provided herein, all claims alleged in the Complaint are dismissed
17 with prejudice.

18 7) This Injunction shall be deemed to have been served upon Defendant at the time
19 of its execution by the Court.

20 8) The Court finds there is no just reason for delay in entering this Injunction and,
21 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
22 immediate entry of this Injunction against Defendant.

23 9) The Court shall retain jurisdiction of this action to entertain such further
24 proceedings and to enter such further orders as may be necessary or appropriate to
25 implement and enforce the provisions of this Injunction.

26 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement
27 Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation,
28

1 and requesting entry of judgment against Defendant, be reopened should Defendant
2 default under the terms of the Settlement Agreement.

3 11) This Court shall retain jurisdiction over the Defendant for the purpose of
4 making further orders necessary or proper for the construction or modification of this
5 consent decree and judgment; the enforcement hereof; the punishment of any
6 violations hereof; and for the possible entry of a further Judgment Pursuant to
7 Stipulation in this action.

8
9 DATED: 1-30-09


Hon. Dean D. Pregerson
Judge, United States District Court
for the Central District of California

10
11
12 PRESENTED BY:

13 J. Andrew Coombs, A Prof. Corp.

14
15 By: 

J. Andrew Coombs
Nicole L. Drey
Attorneys for Plaintiff Disney
Enterprises, Inc.

16
17
18 Michael Beauleau

19
20 By: 

Michael Beauleau
Defendant, *in pro se*

Exhibit A

Disney Enterprises, Inc. v. Selim Duran, et al.
Exhibit A

TITLE	COPYRIGHT #
101 DALMATIANS	PA 789-990
BEAUTY AND THE BEAST	PA 542-647
BLACK CAULDRON, THE	PA 252-525
DISNEY PRINCESS STORIES: VOLUME TWO	PENDING
DISNEY'S TEACHER'S PET	PA1-204-672
FANTASIA	MP 10761
GREAT MOUSE DETECTIVE, THE	PA 290-808
JUNGLE BOOK, THE	LP 34804
LADY AND THE TRAMP	LP 4675
LION KING, THE	PA 659-979
LITTLE MERMAID II, THE: RETURN TO THE SEA	PA1-013-719
LITTLE MERMAID, THE	PA 431-543
NIGHTMARE BEFORE CHRISTMAS, THE	PA 659-601
PETER PAN	LP 3193
PETE'S DRAGON	PA 1-371
PINOCCHIO	LP 9415
POCAHONTAS	PA 720-179
POCAHONTAS: JOURNEY TO A NEW WORLD	PA 895-668
SLEEPING BEAUTY	LP 13782
SNOW WHITE AND THE SEVEN DWARFS	LP 7689
TOY STORY	PA 765-713
TOY STORY 2	PA 959-870
VALIANT	PA1-283-543
WINNIE THE POOH AND CHRISTMAS TOO	PAU2010-191

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 East Wilson Avenue, Suite 202, Glendale, California 91206.

On January 27, 2009, I served on the interested parties in this action with the:

**JOINT STIPULATION RE ENTRY OF [PROPOSED] CONSENT
DECREE AND PERMANENT INJUNCTION
[PROPOSED] CONSENT DECREE AND PERMANENT
INJUNCTION**

for the following civil action:

Disney Enterprises, Inc. v. Michael Beaulieu, et al.

by placing a true copy thereof in a sealed envelope. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Michael Beaulieu 875 Corporate Way, Apt. 11 Pulaski, WI 54162

Place of Mailing: Glendale, California
Executed on January 27, 2009, at Glendale, California


Katrina Bartolome